

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Date Index No. Purchased: Jan. 10, 2018

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PLACIDO RUIZ

Plaintiff,

Index No.

-against-

STATE FARM FIRE AND CASUALTY COMPANY,

Defendant.
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SUMMONS

Plaintiff designates Queens County
as the place of trial.


The basis of venue is location of the
subject realty under CPLR 507.

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: January 10, 2018
Garden City, New York

LAW OFFICE OF MITCHELL J. WINN
Attorneys for Plaintiff PLACIDO RUIZ

By: 
Mitchell J. Winn
585 Stewart Avenue, Suite 544
Garden City, NY 11530
(516) 385-6300

To: STATE FARM FIRE AND CASUALTY COMPANY
Defendant
100 State Farm Place
Ballaton Spa, NY 12020-8000

c/o New York Superintendent of Insurance
New York State Department of Financial Services
1 Commerce Plaza
Albany, NY 12210

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
PLACIDO RUIZ,

Plaintiff,

Index No.

VERIFIED COMPLAINT

-against-

STATE FARM FIRE AND CASUALTY COMPANY,

Defendant.
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The Plaintiff PLACIDO RUIZ (hereinafter "RUIZ" or "Plaintiff"), by his attorneys The Law Office of Mitchell J. Winn, as and for his Verified Complaint to obtain a judgment against defendant STATE FARM FIRE AND CASUALTY COMPANY (hereinafter "STATE FARM" or "Defendant"), respectfully alleges, upon information and belief, as follows:

THE PARTIES

1. At all times hereinafter mentioned, plaintiff RUIZ was and is natural person, residing at or about 103-39 108th Street, County of Queens, State of New York (hereinafter the "subject premises").
2. At all times hereinafter mentioned, Plaintiff was the owner of, and/or did have an insurable interest in, the subject premises.
3. Upon information and belief, at all times hereinafter mentioned, Defendant STATE FARM was and is an insurance company duly authorized and existing under the laws of the State of Illinois.
4. Upon information and belief, at all times hereinafter mentioned, STATE FARM was and is an insurance carrier duly licensed and/or authorized to issue property, fire and/or homeowners insurance policies within the State of New York.
5. On or about September 26, 2016, STATE FARM did issue to RUIZ, for good and valuable consideration, its policy of Homeowners insurance, number 5-GC-57425 (hereinafter the "policy"), effective from November 16, 2016 to and including November 16, 2017, insuring the subject premises and personal property of RUIZ located at or about the subject premises.

6. The policy did insure the premises against all risk of loss resulting from, e.g. fire and its effects.

**AS AND FOR A FIRST CAUSE OF ACTION
BY IGPC FOR BREACH OF CONTRACT**

7. Plaintiff(s) do repeat and reallege each and every allegation set forth in paragraphs "1" through "6," inclusive, as if each were again set forth herein in its respective entirety.
8. On or about February 1, 2017, said policy was in full force and effect.
9. By reason of an occurrence on or about February 1, 2017, the Plaintiff RUIZ and/or the subject premises did sustain damage and/or loss due to a peril covered under the policy, to wit, theft and its effects.
10. Plaintiff RUIZ has made due demand upon STATE FARM for the payment of said loss or damages.
11. STATE FARM has refused, and continues to refuse, to make payment for said loss or damages.
12. By reason of said failure and/or refusal, STATE FARM has breached its aforesaid policy and contract of insurance with Plaintiff RUIZ.
13. By reason of said breach of contract, Plaintiff RUIZ has been damaged in the sum of the amount of the loss or damage to his real and personal property, in a sum thought to exceed FIVE HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED and TWO DOLLARS and TWENTY-SEVEN CENTS (\$585,702.27), plus interest thereon from the (1st) day of February, 2017.
14. **WHEREFORE, Plaintiff RUIZ demands Judgment against Defendant STATE FARM in the sum of at least FIVE HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED and TWO DOLLARS and TWENTY-SEVEN CENTS (\$585,702.27) on the First Cause of Action set forth herein, all plus interest, attorney fees, costs, and such other, different and further relief as may be deemed by the Honorable Court to be just, proper and equitable.**

